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ABSTRACT

The collective bargaining agreement between the Saddleback Community College District and the Saddleback Community College District Faculty Association is presented. This contract, which applies to faculty at Irving Valley College and Saddleback College, covers the period from July 1, 1988 through June 30, 1991. Its provisions deal with the following topics: bargaining agent recognition; definitions of terms; negotiation procedures; association rights; professional dues or fees and payroll deductions; grievance procedures; leaves; personnel files; part-time faculty; transfers; faculty evaluation procedures; workload; additional duty and compensation; travel; employee benefits; retirement incentive plans; unit stability; organizational security; salary schedule; severability; reopener clause; board policies; layoff procedures; discipline procedures; and effect of agreement. Appendixes provide information on large class formulas, certificated personnel additional duty and compensation, insurance plans, certificated salary schedules, a grievance form, specifications of workload and compensation provisions, learning center instruction, reduced contract request, and a professional development leave option. (JMC)

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Saddleback Community College District

ED338319

CERTIFICATED EMPLOYEE MASTER AGREEMENT

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1988 - 1991

BETWEEN SADDLEBACK COMMUNITY COLLEGE DISTRICT AND SADDLEBACK COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION

Mission Viejo, California

JC 910542

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ARTICLE I

AGREEMENT

1. The Articles and Provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Saddleback Community College District ("District") and the Saddleback Community College District Faculty Association, an affiliate of CTA/NEA, ("Association" or "SCCDFA") an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("ACT" or "SB 160").

3. This Agreement shall remain in full force and effect from July 1, 1988 until June 30, 1991, subject to provisions for reopened negotiations in Article XXII, Reopener Clause.

For the District:

President, Board of Trustees

Clerk, Board of Trustees

Chancellor

For SCCDFA:

President. SCCDFA

Chief Negotiator

Negotiating Team Member

ARTICLE II

RECOGNITION

The District recognizes the Association as the exclusive representative of certificated full-time and part-time employees of the District, including librarians and counselors, for the purposes of meeting and negotiating. Management, confidential, and supervisory employees as defined by the Act shall be excluded.

ARTICLE III

DEFINITIONS

1. "Academic year" means fall and spring semesters of a school year which are consistent with assigned duty days.

2. "Act" means (SB 160 - Rodda) Collective Bargaining in Public Schools, 1976.

3. "Administration" means the college or district employees declared management employees by the Board of Trustees.

4. "College" shall be interpreted as the specific institution (Irvine Valley College or Saddleback College) of employment to which a faculty member is primarily assigned.

5. "District" shall refer to the entire Saddleback Community College District consisting of both Irvine Valley College and Saddleback College as well as their campus sites.

6. "Contact hour" shall be defined as fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.

7. "Daily rate of pay" means the annual contract salary divided by the number of duty days of the individual unit member under that contract.

8. "Duty days" means those days on which faculty members are assigned classes, counseling duties, regular library duty, and in-service days recognized as satisfying the college's requirements under the Education Code of California.

9. "Faculty" refers to all employees who are included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.

10. "Faculty member" refers to any individual employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.

11. "Lecture Hour Equivalent"

For the purposes of any and all full-time contracted workloads, one

lecture hour equivalent (LHE) shall be defined as one semester hour of classroom activity, or 1.2 semester lab hours or 2 semester counseling hours or other non-instructional activities.

For the purposes of any and all non-regular instructional and counseling activities, e.g. overtime, part-time, summer school, one lecture hour equivalent (LHE) shall be interpreted as one semester hour with no distinction being made between types of activities.

12. "One Semester Hour" (OSH) shall be defined as the equivalent of one contact hour, per week, per semester.

13. "Negotiable items" means faculty salaries, hours, terms and conditions of employment and other matters which are of concern to the Board and the Association as defined in the scope of negotiations' sections of the Act.

14. "Non-teaching Load"

    A non-teaching load shall not exceed thirty-six (36) hours per week.

15. "Paid leave" means that a faculty member shall be entitled (a) to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, (b) to return to the same or comparable position held and (c) to receive credit for annual salary increments provided during the paid leave.

16. "Personnel Titles"

    If any personnel titles change during the period of this agreement, the new title shall replace any existing titles as written in the Agreement.

17. A Standard Academic Year shall be 178 duty days within the fall and spring semesters subject to the Academic Year Calendar provisions of the Workload Article of this Agreement.

ARTICLE IV

NEGOTIATION PROCEDURES

1. Either party may notify the other in writing, between March 1 and May 1 in the year that this contract expires, of its request to modify, amend or terminate the agreement. Negotiations shall thereafter commence in accordance with law. Any tentative agreement reached between the parties shall be reduced to writing and signed by both parties.

2. Ratification of the Agreement, both by the District and the Association, shall occur at a regularly scheduled meeting of these respective bodies or at a special meeting called within a reasonable period of time.

3. Either party may utilize the services of outside consultants to assist in the negotiations.

4. Negotiations shall take place at mutually agreeable times and places during the regular teaching day, provided that meetings shall be held within five (5) working days from receipt of a written request. This time may be extended by mutual consent.

5. Release time without loss of compensation shall be provided to Association members for negotiations and the conducting of Association business as follows: 30 LHE's to be utilized by no more than five (5) negotiating team members and the Association President and/or the Association Grievance Chair. Schedules of those faculty members receiving release time shall be mutually arranged by them and the District so as to minimize disruption to the educational process and with the intent of allocating reasonable periods of time for negotiations and the conducting of Association business.

6. Upon request, the District shall furnish the Association with one copy of any District, county, or state reports as well as budgetary information it produces that are necessary and reasonable for the Association to fulfill its role as the exclusive bargaining representative.

ARTICLE V

ASSOCIATION RIGHTS

1. The Association and its duly authorized college representatives shall have, upon yearly approval, the free use of college equipment and building facilities for Association business at any reasonable time, which shall include evening hours. Such equipment shall include, but shall not be limited to, typewriters, duplicating equipment, calculating machines, data processing equipment, and all types of audiovisual equipment.

2. The District shall provide reasonable bulletin board space for Association use in each building housing faculty members, and in all faculty lounges and dining areas.

3. The Association and its college representatives shall have the right to use the college mail distribution services for Association communications and shall be provided access to all faculty mailboxes for such use through appropriate methods.

4. Duly-authorized Association representatives shall be free to conduct official Association business, including grievance representative activities, on college property and as necessary to the performance of Association responsibilities to members of the bargaining unit.

5. Names, job titles, home addresses and telephone numbers of all full-time and part-time faculty members shall be provided to the Association approximately thirty (30) days from the first day of each recognized academic term, i.e. fall and spring semester, unless release of specific information is disallowed by particular faculty.

6. The District and the college administration shall seek to consult with the Association on new or modified fiscal or budgetary programs when this information is of concern to the Association as it relates to scope items under the Act.

ARTICLE VI

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1. Any faculty member who is a member of the Association, or who has applied for membership, may sign and deliver to the college administration an assignment authorizing deduction of unified Chapter/CTA/NEA, or assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the faculty member each month for ten months beginning with the first regular salary check of the academic year. Deduction for faculty members who sign such authorization after the commencement of the academic year shall be appropriately prorated to complete payments by the end of the period for which the faculty member is contractually employed during the current academic year.

2. With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the member's pay warrant, such monies to the Association's designee accompanied by an alphabetical list of faculty members for whom such deductions have been made, when computer facilties are available for keeping these records.

3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

4. Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of that faculty member; and the District shall make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs approved by the Association and the District.

ARTICLE VII

GRIEVANCE PROCEDURE

1. Definitions

A. A "grievance" is a written claim by an aggrieved faculty member(s) that there has been a violation, misapplication, or misinterpretation of any provisions of this Agreement.

B. An "aggrieved faculty member" or "grievant" is the person or persons making the claim.

C. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2. Purpose

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to review the grievance, the proposed resolution, and state its view.

C. The time limits specified at each of the following levels shall be considered as maximums unless extended by mutual agreement.

D. In the event a grievance is filed at such a time that it cannot be processed through all steps of this grievance procedure by the end of the academic year, and, if left unresolved until the beginning of the following academic year, could result in harm to a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the academic year or as soon thereafter as possible.

3. Procedure

A. Grievant will first informally discuss the grievance with the appropriate Dean, or appropriate immediate full-time managerial supervisor, either directly or through the Association's grievance representative with the objective being to resolve the matter informally.

B. Level One If the grievant is not satisfied with the disposition of the grievance at the Informal Level, the grievant may file the grievance with the President of the Association and the appropriate Vice President of Instruction or designee. This must be done within five (5) working days following the discussion provided at the Informal Level. Within five (5) working days after receipt of the grievance by the Vice President of Instruction or designee, the Vice President or designee will meet with the grievant and/or designee in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the Vice President, or designee, shall be presented to the grievant in writing within five (5) working days follow this meeting.

C. Level Two If the grievant is not satisfied with the disposition of the grievance at Level One, the grievance may be filed with the President of the College. This must be done within five (5) working days following the decision provided at Level One. Within five (5) working days after receipt of the grievance by the President, the President or designee will meet with the grievant and/or designee in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the President, or designee, shall be presented to the grievant in writing within five (5) working days following this meeting.

D. Level Three If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may file the grievance with the Chancellor of the District. This must be done within five (5) days following the decision provided at Level Two. Within ten (10) working days after receipt of the grievance by the Chancellor, the Chancellor, or designee will meet with the grievant and/or designee in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the Chancellor, or designee, shall be presented to the grievant in writing within five (5) working days following this meeting.

E. Level Four If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievance may be filed with the District Board of Trustees through its Secretary. This must be done within five (5) working days following the decision provided at Level Three. The previous responses shall be included with the file. The Board of Trustees will meet with the grievant(s) and/or designee to discuss the grievance. A response shall be made in writing within ten (10) working days. The Board of Trustees is the final step in the grievance procedure and its determination shall be final.

In some cases an arbitration hearing may be necessary to resolve the grievance. In such cases, the District may, in conjunction with the Association, reach a resolution with an arbitrator(s). The decision of the arbitrator(s) will be submitted to the Board of Trustees, the Chancellor of the District, and the Association, and shall be considered in the final decision made by the Board of Trustees. These hearings are usually held on campus. If such a hearing is conducted, all costs for services of the arbitrator(s), including per diem expenses, if any, and travel and subsistence expenses, will be borne

equally by the District and the Association. All other costs will be borne by the party incurring them.

4. Rights of Faculty Members to Representation

A. No reprisals of any kind will be taken by the Board, the Chancellor of the District, or by any member or representative of the administration of the District, against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason for such participation.

B. A faculty member may be represented at all stages of the grievance procedure by himself/herself, or optionally, by a representative selected by the Association or by legal counsel at his/her own expense. If a faculty member is not represented by the Association or its representative, the Association shall have the right to review the grievance, the proposed resolution, and state its view. Should the Association waive its rights to be present and/or state its view at any one stage of the procedure, the Association shall retain the right to do so at any or all subsequent stages of the grievance procedure.

5. Miscellaneous

A. If a grievance arises from action or inaction by the District administration, the aggrieved person shall submit such grievance directly to the Association and the Chancellor of the District.

If the grievance is against the Chancellor of the District, the grievance shall be submitted directly to the Association and the President of the Board of Trustees. The processing such grievance shall take place with at least one member of the Board present during the proceedings. If necessary, this grievance shall continue as specified in level three.

The Association may process such a grievance through all levels of the grievance procedure even though the individual grievant does not wish to do so.

B. Decisions rendered at all levels of the procedure shall be in writing and shall include the reason(s) underlying the decision and will be transmitted promptly to the grievant and his/her representative.

Any time limits set forth herein shall begin the day following the receipt of a written decision.

C. When it is necessary for the Association's representative to attend a grievance meeting provided for herein during the teaching day, he/she will upon notice to the appropriate Dean, be released without loss of pay in order to permit participation in the foregoing activities. Any faculty member who is requested by any party of interest to appear in such meetings or hearings as a witness shall be accorded the same right.

D. All documents, communication and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any participant. The grievance file shall be maintained by the Office of Employee Relations and Personnel.

E. The Form for filing grievances, serving notices, taking appeals, making reports and recommendations is attached as Appendix J.

ARTICLE VIII

LEAVES

1. The benefits provided faculty members by Section 87700 through 87701 and 87763 through 87788 of the Education code are incorporated into this Agreement except as supplemented in this Article.

   Unless otherwise stated, a faculty member on any approved leave shall be entitled to all benefits accorded and obligated by all duties imposed under paragraph 14 of this Article, entitled "Miscellanous."

2. Sick Leave

   Each full-time faculty member under yearly contract shall be entitled to one (1) day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12 days for 12 months). Sick leave shall be accrued for all hourly instruction and shall be computed by the following formula:

   .0558 hours sick leave per hour paid

   A. Unused sick leave shall accrue from academic year to academic year.

   B. At the beginning of each academic year every faculty member will receive a sick leave allotment credit, equal to his/her entitlement for the academic year.

   C. The District shall provide information upon individual request, on the amount of sick leave accrued, by transfer or otherwise, and sick leave entitlement for the academic year.

3. Maternity Leave

   A. The District shall provide for leave of absence from duty for any faculty member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties shall be determined by the faculty member's physician. Pregnancy and disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the Saddleback Community College District.

   B. Child-Rearing Leave - Upon request, the District shall provide a faculty member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. Such leave shall remain in effect at least until the end of the semester following the birth or adoption of the child. A faculty member shall

notify the District that he or she intends to take such leave at least four weeks prior to the anticipated date on which the leave is to commence.

4. Extended Illness Leave

If a faculty member has utilized all of his or her accumulated sick leave and is still absent from his or her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or, in the event that no substitute is employed to replace the faculty member, the regular substitute rate for that position: in no case shall the amount deducted exceed 50% of the employee's regular salary. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he or she are eligible have been exhausted.

5. Industrial Accident and Illness Leave Section 87787 of the Education Code is supplemented as follows:

A. A faculty member shall be entitled to such leave without limitation as to the number of days of entitlement.

B. The total of the faculty member's temporary disability indemnity and the portion of salary due during the leave shall equal his or her full salary.

C. A faculty member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as the faculty member and the attending physician agree that there has been such a recovery.

D. An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be traced to the performance of services for the District, either on campus or off campus.

E. The parties agree that nothing in this Article shall preclude the District from recommending that a faculty member be placed on disability retirement under the State Teachers Retirement System.

6. Personal Necessity Leave

Every faculty member shall be entitled to use six (6) days of paid sick leave allotment during each academic year in case of personal necessity.

A. "Personal Necessity" means any business, endeavor or activity which cannot be conducted before or after the teaching day without causing undue inconvenience to the faculty member. Faculty members shall handle such leave in a responsible manner.

B. A faculty member shall make every attempt to give advance notice for use of Personal Necessity Leave.

C. A faculty member shall not be required to give reasons for the use of such leave.

7. Bereavement Leave

Every faculty member shall be entitled to three (3) days of paid leave of absence or five (5) days if travel of more than two hundred (200) miles is involved for each occurrence on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave.

"Immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law, of the employee, or any relative living in the immediate household of the employee.

8. Professional Development Leave

The District may grant a faculty member an unpaid leave of absence of up to two (2) years for professional development which may include, but shall not be limited to, additional schooling and/or training, participation in faculty exchange programs, involvement in research efforts and acceptance of longterm assignments to other higher education institutions, agencies, corporations, foundations or governments. Procedures and criteria for applying for and awarding such leave shall be developed and applied by a college-wide faculty and management committee.

9. Jury Leave

A faculty member shall be entitled to as many days of paid leave as are necessary when called for Jury Duty or when summoned for a court appearance not as a result of the Faculty Member's own misconduct or connivance. Any monies received from the courts as jury duty pay shall be transferred to the District, mileage and per diem excluded.

10. Legislative Leave

A faculty member who is elected or appointed to the State Legislature, Congress, or appointed to government service, shall be entitled to an unpaid leave of absence of the length of the term or terms of office, not to exceed six (6) years.

A. The faculty member on such leave shall notify the college of an intended return at least sixteen (16) weeks in advance.

B. The faculty member on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any of the other benefits accorded by paragraph 14 entitled "Miscellaneous."

11. In-Service Leave

A faculty member may be granted up to three (3) days of paid leave each academic year for the purpose of improving classroom teaching performance. Such leave may be used to visit classes in other departments or colleges or to attend Association workshops related to the subject(s) or academic discipline(s) being taught by the faculty member.

12. Sabbatical Leave

The Board of Trustees shall grant sabbatical leaves of absence to eligible certificated employees for one semester, or one academic year, each being considered as fully exhausted current sabbatical leave for which the recipient is eligible. The following procedures will be observed:

A. Policy Objective

Sabbatical leave shall be approved for professional improvement of the employee which will ultimately contribute to the benefit of the students and the Saddleback Community College District.

B. Purpose of Leave

Sabbatical leaves may be granted for, but not restricted to, the following:

1) Professional study

2) Study on special project or research problem

3) Approved teaching fellowship

4) Approved travel and observation

5) Work in industry or business or government

C. Eligibility

Any full-time faculty member who has served the District for six (6) consecutive years as a certificated employee shall be eligible (as allowed in 87768 West's Annotated California Codes). Not more than one such leave may be granted in each seven (7) year period.

D. Committee

The Faculty-Administration Committee for Sabbatical leaves shall have as its sole responsibility the handling of matters pertaining to sabbatical leaves.

1) The Committee will consist of one (1) faculty member for each division/school, and one administrator appointed by the Chancellor.

2) Applications shall be on file no sooner than November 1 and no later than December 1 of the preceding year.

3) Applications and Committee recommendations shall be forwarded to the District Chancellor.

4) The applicant shall be notified on or before February 1 regarding the acceptance or rejection of the application.

5) Under exceptional circumstances, late applications shall be considered.

6) After a leave has been granted, a change of purpose or a change in the detailed plan shall be cause for reconsideration of the agreement betweeen the District and the employee.

E. Quota

1) The number of sabbatical leaves granted each year shall not exceed the two (2) semester equivalent of 4.63% of the current full-time (100%) contractual certificated staff positions, provided, however, there shall be no more than 5% of the current full-time contractual certificated staff positions on Sabbatical and/or Program Leaves any one semester. The number of full year (two consecutive semesters within an academic year) Sabbatical Leaves granted in any given year shall be no fewer than one percent (1%) of the number of current contractual certificated staff positions. The remainder of the available Sabbatical Leaves in any given year may be granted for one semester or one academic year.

a. The number of faculty entitled to leaves shall be calculated as 4.63% of all current full-time (100%) contractual certificated members of the bargaining unit in paid status or an approved leave not later than December of the academic year. Specially funded or temporary assignments are not included in the full-time faculty calculation.

b. The determination of the number of sabbaticals granted for any given academic year shall be made by rounding after the multiplication process takes place.

Example: 4.63% x 255 Faculty* = 11.8 x 2 = 23.6
Rounding 23.6 gives the faculty 24 semesters

*Number will vary based upon total faculty complement.

c. The manner of calculating the number of sabbaticals will not deviate from this formula, unless altered by contract.

2) A list of alternates shall be established and maintained by the Committee on Sabbatical Leaves, in the event that change of plans of applicants or increases in staff permits additional grants.

F. Priority Determinations

1) In the event that more applications for sabbatical leaves are submitted than the quota will permit:

a. Applicants for their first Sabbatical leave shall be given priority over applicants who have had a previous Sabbatical leave.

b. Applications must then be approved by majority vote of the Sabbatical Committee based upon the value of the leave to the students, the District, and to the individual. Value of the leave to the students and college is evaluated in terms of what the applicant may contribute following his/her return through classroom teaching, leadership, curriculum development, or teaching methods.

c. Awarding of Sabbatical leaves shall then be determined by seniority of service. (Seniority based upon the year of first full-time service.)

d. In the event of a tie, when all previous criteria have been met, the tie shall be broken by a majority vote of the Sabbatical Committee.

G. Compensation

1) If the sabbatical leave is for the academic year, compensation shall be two-thirds (2/3) of his/her regular teaching salary.

2) If the leave is for one semester, the compensation shall be his/her regular teaching salary.

3) There shall be no reduction in fringe benefits during the term of a faculty member's sabbatical leave.

4) Salary while on leave shall be paid monthly during the fiscal year as teachers are paid.

5) Any income earned through gainful employment or received via grants or fellowships plus the compensation from the District while on sabbatical leave shall not exceed one hundred percent (100%) of the salary the employee would have received had he/she been on duty in the District. The Board may, upon application, grant exception to this.

6) Personnel granted sabbatical leave shall not be authorized to perform additional professional services for District pay, nor will the District furnish equipment or materials, pay travel costs, or provide remuneration other than the basic sabbatical stipend during the period of the sabbatical leave. Exceptions shall only be considered by the Board upon the recommendation of the Chancellor or upon appeal from his adverse recommendation.

H. Guarantees

1) The employee must agree to return to the District for a period of service equal to twice the period of the leave.

2) The employee shall be returned to the same or comparable position held at the time the sabbatical leave was granted. If conditions arise which would make it necessary to change the employee's assignment, the employee shall be notified, where possible, before the change becomes effective. Nothing in this paragraph is intended to be in conflict with Education Code Section 87774 (Chapter 1010 and 1011).

3) The written agreement between the District and the employee would include a bond for the protection of the District, assuring the return of a faculty member for a period equal to twice the period of the leave.

I. Report

Upon completion of the leave and within sixty (60) days of the employee's return to duty, a report shall be submitted (either transcripts of study completed or a narrative report and an evaluation of project pursued) to the District via the Committee for Sabbatical Leaves.

J. Incomplete Sabbatical Leave

If the program for sabbatical leave is interrupted because of serious accident or illness, this will not be considered a failure to fulfill the conditions under which the sabbatical leave was granted; nor shall such interruption affect the amount of compensation to be paid the employee under the terms of the leave agreement, provided, however, that the authorities shall have been promptly notified of such accident or illness. Notification shall be made by registered mail, mailed within thirty (30) days of the time of the accident or the onset of the illness.

K. Sabbatical Failure

Failure to satisfy the sabbatical obligation may result in (1) the loss of sabbatical salary and/or (2) reimbursement to the District for funds paid to the recipient of the sabbatical leave.

L. Effect of leave on salary increments and retirement

1) A sabbatical leave shall be counted toward retirement. The annuity contributions shall be collected in the usual manner.

2) A sabbatical leave shall be counted as experience for advancement on the salary schedule.

3) Incomplete sabbaticals can count toward benefits (salary, retirement, and advancement on the salary schedule) only to the extent that sabbatical pay is received.

M. Credits

Academic credits earned on their equivalent units from leave programs may be used toward salary increments the following September, in accord with the existing Board policies.

N. Policy Review

This policy would be reviewed annually.

13. Association Leave

Association officers or their designees may be granted three (3) days of paid leave or shall be entitled to three (3) days of unpaid leave to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from teaching duties upon at least two (2) days advance notification to the College President by the Association president.

14. Miscellaneous

A. Paid or Unpaid Leave for Professional Development or Paid Leave for Personal Reasons.

Unless otherwise provided in this Article, a faculty member on a paid leave or an unpaid leave for professional development or paid leave for personal reasons shall be entitled to (a) return to the same or comparable position which he/she held immediately before commencement of the Leave, (b) receive credit for annual salary increments provided during his/her Leave, (c) receive during his/her Leave all other fringe benefits, including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law. (Note: Unpaid Leave will not allow credit for State Teachers Retirement System, STRS.)

B. Unpaid Leave for Personal Reasons

Unless otherwise provided in this Article, a faculty member on an unpaid leave for personal reasons shall be entitled to (a) return to the same or comparable position which he/she held immediately before commencement of the Leave, (b) receive no credit for annual salary increments provided during his/her leave, (c) purchase a one-year policy for insurance for the year of the leave by paying the premium, for the year, in advance, to the District's Business Office.

C. Reduced Contract Request Leave

A faculty member may request a reduced teaching load for any given academic year. The request must be received 90 days prior to the semester in which the reduction is requested. Exceptions to the notice of requirement may be granted by the College President.

Requests must be submitted for approval to the appropriate Dean. Faculty members must use the "Reduced Contract Request Form" (Appendix M) to gain the necessary approvals. All reduced contracts shall be voluntary and the faculty member understands that a reduced teaching load may impact on employee benefits and will affect retirement credit received. The faculty member's salary will be reduced in keeping with the percentage reduction in teaching load request.

15. Professional Development Leave Options: Credited Paid Leave for Overload Hours (See Appendix N)

ARTICLE IX

PERSONNEL FILES

1. The District shall not base any punitive action against a faculty member upon materials which are not contained in the faculty member's personnel file.

2. There shall be only one official personnel file for each faculty member. This file shall be locked in a central location. The faculty member shall have access to his/her file. Representatives of the Association shall have immediate access to said file with the faculty member's written authorization. Management's access to a faculty member's personnel file shall be restricted to authorized administrators, authorized personnel office staff, and the faculty member's immediate supervisor. The information and contents of a faculty member's personnel file may not be released to anyone else without the faculty member's express prior written consent.

3. Any material placed in a faculty member's file must be signed and dated. A copy shall be given to the faculty member prior to the time of insertion in the personnel file.

4. A faculty member shall have the right to file a statement regarding any material submitted for inclusion in his/her file and the statement shall be attached to the file copy. A faculty member who alleges that information in his/her personnel file is false or erroneous, shall have the right to file a grievance for the purpose of having such information rectified or expunged. Nothing herein shall limit the right of a faculty member to grieve documents which are punitive or disciplinary in nature.

5. A faculty member shall have the right to place in the file such material, within reason, as he/she determines may have a bearing on his/her position as a faculty member.

ARTICLE X

PART-TIME FACULTY

1. Certificated part-time and temporary faculty shall be covered by all of the provisions of this Agreement which relate to temporary, part-time, non-regular instruction or partial contracts.

2. In the event the District awards a partial contract, it shall specifically stipulate the total salary to be paid over the academic period of employment.

3. Certificated part-time faculty shall be paid in accordance with Article XX, Salary Schedule.

4. Information regarding certificated full-time faculty vacancies at all colleges in the District shall be made available to all part-time faculty.

5. It is the intent of this District to use full-time contract personnel to teach classes whenever possible, provided, however, that nothing herein shall limit the right of the District to hire additional full-time certificated faculty to teach classes which otherwise would be taught on an overload basis.

   A. Certificated part-time faculty positions shall not be created to replace certificated full-time positions.

   B. Classes may be assigned to faculty, identified as part-time faculty if:

      1) They have received Board approval.

      2) Their credential is on file in Orange County.

      3) There is sufficient enrollment.

      4) Full-time faculty loads have been met.

ARTICLE XI

TRANSFERS

1. Transfers

   A. A transfer may be initiated by the faculty member ("voluntary") or by the District ("involuntary").

   B. A lateral transfer refers to any management or Board action which results in the movement of a faculty member from one immediate supervisorial area to another.

2. Voluntary Lateral Transfers: A faculty member may request a voluntary lateral transfer to a new or vacated position to take effect at the beginning of the next academic semester.

   A. The request for voluntary lateral transfer may be initiated at any time.

   B. All requests for voluntary transfers shall be considered on the basis of (1) credentials, (2) reasonableness, and (3) seniority.

   C. No faculty member shall be overtly or indirectly coerced by management to seek a voluntary lateral transfer.

   D. If a voluntary transfer request is denied, the faculty member, upon request, shall be provided with the reasons for the denial.

3. Involuntary Lateral Transfers: Transfers shall not be punitive or disciplinary in nature. They shall be based on the educational-related needs of the District.

   A. A faculty member may be involuntarily laterally transferred provided (1) credentials, (2) reasonableness, and (3) seniority have been appropriately considered.

   B. Faculty members to be involuntarily laterally transferred shall have the right to indicate preferences from a list of vacancies and the District shall honor such requests on the basis of (1) required credentials, (2) reasonableness, and (3) seniority.

   C. A faculty member who is to be involuntarily laterally transferred shall be given the reasons for the transfer.

   D. An involuntary lateral transfer shall result in compensation at the appropriate compensatory step and class.

ARTICLE XII

FACULTY EVALUATION PROCEDURES

1. Evaluation Procedure

A. Every probationary certificated employee shall be evaluated by the administration at least once every school year, and shall receive a written report of this evaluation, no later than the last duty day of the semester in which evaluation takes place. The form for this report is presented in Appendix A.

1) Every temporary part-time faculty member shall be evaluated by the administration during the first semester of assignment and a written report of this evaluation on the appropriate form shall be presented to the faculty member no later than the last duty day of the semester.

2) Every temporary part-time faculty member shall be evaluated by the administration at least once in each four semesters of teaching.

B. Every tenured certificated employee shall be evaluated by the administration at least every other year, and a written report of this evaluation shall be received no later than the last duty day of the semester in which evaluation takes place. The form for this report is presented in Appendix A.

C. A faculty member may also elect to have a second evaluation by a tenured faculty member of his/her choice. This faculty evaluator shall be credentialed to teach the academic discipline and/or subject being taught at the time of the evaluation. This second evaluation is intended for improvement of instrctors and it may becomes a part of the personnel file.

D. Student evaluations may be permitted, but shall not be included as a part of the faculty evaluation process nor the personnel file.

E. The faculty member shall retain the right to select the course(s) in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions commensurate with his/her teaching abilities.

F. Each evaluation shall be based upon at least one (1) observation, lasting at least fifty (50) minutes or one full period, and may be preceded by an evaluation conference.

G. Any certificated employee who receives a negative evaluation shall, upon request, be entitled to a subsequent observation, conference and written evaluation.

H. The certificated employee's evaluator shall take positive action to correct any cited deficiencies. Such action shall include specific written recommendations for improvement.

I. If subsequent remedial action eliminates the negative evaluation and/or the deficiencies, then the evaluator shall write a statement that deficiencies have been corrected and the statement shall be placed in the faculty member's personnel file.

J. Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.

K. Faculty shall not be required to participate in the evaluation and/or observation of other faculty.

L. The evaluator shall not base his/her evaluation of a certificated employee on any information which was not collected through the evaluation procedures. Hearsay statements shall be excluded from written evaluations.

M. The classroom visitation evaluation form shall be developed for both full-time and part-time instructors.

N. Evaluation procedures shall be the subject of a joint committee study which shall meet periodically during the term of the agreement. The responsibility of the joint committee shall be to propose a mutually acceptable system for the evaluation of full-time and part-time faculty members, or, in the alternative to narrow the scope of the differences between the parties' proposals to permit effective negotiations when a successor agreement is discussed.

ARTICLE XIII

WORKLOAD

1. For the purposes of determining workload, a "contact hour" shall be defined as fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.

2. A contact hour shall not be interpreted as being comprised of other faculty responsiblities such as:

   A. Office hours.

   B. Course preparation and evaluation of student course assignments.

   C. Assigned faculty committees.

3. For the purposes of any and all full-time contracted workloads, one lecture hour equivalent (1 LHE) shall be defined as one semester hour of classroom activity or 1.2 semester lab hours or 2 semester counseling hours or other non-instructional activities.

   For the purposes of any and all non-regular instructional and counseling activities, e.g. overtime, part-time, summer school, one lecture hour equivalent shall be interpreted as one semester hour with no distinction being made between types of activities.

   One semester hour (OSH) shall be defined as the equivalent of one contact hour, per week, per semester.

4. The normal workload for full-time faculty shall be thirty (30) LHE's per year (averaging fifteen (15) LHE's per semester). When necessary, an instructor may be assigned up to thirty-two (32) LHE's per year. This may occur due to the diversity of LHE's assigned to classes in different divisions. (For alternative types of loads, see paragraphs 13 to 29 of this Article.)

5. The normal number of separate course preparations for a normal full-time workload per semester shall not exceed three (3). In some cases, necessity or instructor preference shall require the assignment of more than three (3) separate preparations.

6. Normal Class (for one instructor)

   The normal class size may range from eighteen (18) to forty-five (45) students. The District may permit classes of less then eighteen (18) students at its discretion.

7. Normal Class (for team teaching)

Each of two (2) instructors shall receive normal class load credit when the class size ranges from forty-six (46) to seventy-five (75) students.

8. Large Classes (for one instructor)

No faculty member shall be compelled to teach in excess of forty-five (45) students unless he/she wishes to do so and consents. In the event an instructor chooses to teach large classes, he/she shall be compensated per contact hour per week in accordance with the table in Appendix B.

The student enrollment figures shall be determined as of the last day students can register without instructor's permission. Only those classes designated as a large class by the Office of Instruction will be subject to the pay scale, Article XX.

9. No team of faculty members shall be compelled to teach in excess of a forty-five (45) students to one (1) instructor ratio unless they wish to do so and consent. In the event a team chooses to teach large classes, they shall be compensated per contact hour per week in accordance with the table in Appendix B.

The student enrollment figures shall be determined as of the last day students can register without instructor's permission. Only those classes designated as a large class by the Office of Instruction will be subject to the pay scale, Article XX.

10. All Extension, Continuing Education, Extended Campus, External Studies, Evening, Mini-course, Workshop, Independent Study, Special Problems, and Internship teaching assignments which are available and which constitute overload course equivalencies shall be made available to all faculty in the applicable department well in advance of commencement of the course(s), when practical.

A. Such courses shall be offered only with the prior consultation and consideration of the appropriate division/school, both Dean and faculty.

B. Such overload assignments shall be made after a reasonable attempt has been made to notify eligible faculty of the available position(s).

C. Division/School members who voluntarily accept such overload teaching assignments in accordance with equitable procedures developed by each division/school shall be compensated monetarily in accordance with the provisions of Article XX.

11. Deans, in consultation with their divisional/school faculty, shall be responsible for determining and establishing appropriate class sizes, within the framework of the class size provisions of this agreement.

A. The written consent of the faculty member shall be required to exceed established class sizes.

B. The number of students in laboratory sections shall not exceed the number of established stations. A lesser number may be required due to available equipment. Reasonable exceptions may be open-entry/ open-exit classes and rotating station classes.

12. Summer Session. Full-time faculty shall receive first consideration for summer session employment at their option, when student enrollment makes it feasible. An occasional exception is permissible to encourage an outstanding nationally/internationally acclaimed person to teach a single course in an area of his/her expertise.

A. Summer session assignments shall be issued at least three (3) weeks prior to the start of summer session(s), where possible.

B. Summer session compensation shall be provided in accordance with the provisions of Article XX.

C. Appropriate provisions of this contract shall be in effect during the summer session(s).

13. Counselors

A. For the purposes of determining the workload of faculty assigned to counseling, two (2) counseling hours shall be equivalent to one (1) LHE. Furthermore, the total workload of counselors shall not exceed thirty-six (36) hours per week unless by mutual agreement.

B. Counselors shall be compensated for a 195 day contract, which includes up to ten (10) days of registration counseling prior to the start of the regular contractual year and the equivalent of seven (7) additional days to be worked within the bounds of the regular contractual calendar. The counselor activities for this additional time will be mutually agreed upon by each counselor and the appropriate administrator.

14. Librarians. The workload for faculty identified as librarians shall be a thirty-six (36) hour work week.

15. Instrumental Music Instructor (Band). The workload for instrumental music instructor shall be a contract for 194 days compensation with those days to be worked within the bounds of the regular contractual calendar.

16. Vocal Music Instructor (Choral). The workload for vocal music instructor shall be a contract for 187 days compensation with those days to be worked within the bounds of the regular contractual calendar.

17. Pep Squad Advisor. The workload for pep squad advisor shall be a contract for 187 days compensation with those days to be worked within the bounds of the regular contractual calendar.

18. Head Football Coach and Assistant Football Coaches. The workload for head football coach and assistant football coaches shall be a contract for 192 days compensation with those days to be worked within the bounds of the regular contractual calendar.

19. Head Basketball, Baseball, and Track Coaches. The workload for head basketball, baseball, and track coaches shall be a contract for 192 days compensation with those days to be worked within the bounds of the regular contractual calendar.

20. Other Head Coaches. The workload for other head coaches shall be a contract for 190 days compensation with those days to be worked within the bounds of the regular contractual calendar.

21. All Other Coaching Assignments. The workload for all other coaching assignments shall be a contract for 187 days compensation with those days to be worked within the bounds of the regular contractual calendar.

22. Combination of Coaching Duties. Those persons who will be assigned coaching duties in more than one sport will contract for an appropriate number of days to reflect the combination of sports.

23. Other Faculty. Any teaching faculty, not specifically covered in this Article, who are assigned non-teaching duties, may be assigned at the rate of two (2) hours equivalent to one (1) LHE. Futhermore, their total workload shall not exceed thirty-six (36) hours per week unless by mutual agreement or superseded by law.

24. Work Experience Specialist. The workload for faculty, identified as work experience specialist(s), shall be a thirty-six (36) hour work week.

25. Cooperative Work Experience Education (CWE)

Workload - Full-time. LHE credit for instructors teaching Cooperative Work Experience classes will be granted according to the formula specified below on the condition that the instructor meets each class -- regardless of enrollment -- a minimum of one hour per week per semester.

A. One (1) LHE will be granted for classes with an enrollment of nine (9) to seventeen (17) students.

B. Two (2) LHE will be granted for classes with an enrollment of eighteen (18) to twenty-seven (27) students.

C. Three (3) LHE will be granted for classes with an enrollment of twenty-seven (27) or more students.

The maximum cooperative work experience education load is three (3) LHE's.

Workload - Part-time.

A. A Cooperative Work Experience section may vary from one (1) to thirty-five (35) students per semester.

B. The instructor will be compensated at the rate of one contact hour's pay for each student only upon completion and submission of the learning objectives and other support documents required by Title V Guidelines.

In addition, the instructor will be required to make two (2) job-site visitations and to conduct two (2) student conferences per student per semester. For a combination of two (2) job-site visitations and two (2) student conferences the instructor will be compensated with one (1) contact hour's pay.

C. An instructor may contract for only one (1) CWE section of one (1) to thirty-five (35) students per semester.

26. Independent Study. An instructor shall meet with a student(s) for a minimum of eight (8) hours per semester per independent study and shall be paid at the appropriate hourly rate of pay for each of those eight (8) hours for an independent study.

A. An independent study may involve up to three (3) students.

B. An instructor may accept up to two (2) paid independent studies per year.

C. Instructor hours scheduled for an independent study shall not coincide with that instructor's scheduled office hours or another of his/her independent studies.

27. Contracted Classes. A contracted class is a class taught and arranged to be taught because of extenuating circumstances. The most common cause for engaging in a contracted class would occur when a class is cancelled due to insufficient enrollment and the cancelled class is needed to meet the specific need of the students affected.

In order to initiate a contracted class, the following criteria must be met:

A. Mutual consent of the instructor and the Office of Instruction must be obtained as well as division/school approval.

B. It must be a class listed in the general catalog of the College.

C. The course shall be well planned and structured within the guidelines of the course outlines.

D. There shall be more than three (3) students. *See exception in the following paragraph.

When and if the above criteria are met, the Office of Instruction may engage in a contract with the instructor which would specify the number of hours necessary for the instructor to teach the course on a semi-independent study basis. These hours will be paid at the rate specified in Article XX, hourly pay. *A contracted class of fewer than four (4) students shall be paid as an independent study.

28. Innovative and/or Experimental Projects, Courses, or Programs.

The District shall encourage and support the development of innovative and/or experimental projects, courses, or programs. When the development of such programs, projects, or courses requires workload adjustments not consistent with the provisions of this contract:

A. Such adjustments must be temporary, not to exceed two (2) calendar years;

B. Where such adjustments affect currently existing divisions/schools, the adjustments must be agreed to by vote of the faculty of the division/school;

C. Such adjustments must be approved by mutual consent of the administration and the Representative Council of the Faculty Association.

29. Academic Year Calendar.

By December 1, the Faculty Association will be requested to submit a plan to the committee developing the academic year calendar and/or meet with the Dean of Admissions, Records and Outreach and participate in the development of the calendar.

30. Overload.

Effective with the commencement of the 1985-86 academic year, full-time faculty may voluntarily accept discrete class overload assignments limited per semester to nine (9) OSH or one (1) class section, whichever is greater.

Exceptions to these limitations may be allowed with the prior approval of the appropriate Vice President of Instruction.

ARTICLE XIV

ADDITIONAL DUTY AND COMPENSATION

Duties may be assigned in addition to the regular contract upon consent by the individual faculty member involved.

1. Generally, pay for additional duty shall be determined as specified by the appropriate appendix. (The schedule, to date, of additional duty and/or compensation shall be affixed to this Agreement as Appendix C).

2. Full-time faculty whose contract exceeds the number of duty days satisfying the college's requirements under the Education Code of California and whose additional duty and/or compensation is not specified in Appendix C shall be paid for the additional duty days on a pro-rata basis.

3. Compensation for additional duty not heretofore described shall be determined by negotiation with the Association at the time of assignment.

ARTICLE XV

TRAVEL

1. Faculty members shall be reimbursed for all actual and necessary expenses incurred while on District-approved travel.

2. Faculty members on District approved travel shall be entitled to use District automobiles with administrative approval. Instruction shall be given high priority in the assignment of these vehicles.

3. Faculty members shall not be required to transport students in personal vehicles nor to use a private car for District business. If, however, a faculty member is approved by the administration to use a privately owned vehicle for District business, the District will provide reimbursement for such use at the rate of twenty and one-half (20.5) cents per mile or the current I.R.S. allowance, whichever is greater, to be revised at the beginning of each calendar year. Tolls and other necessary expenses shall also be reimbursed.

4. If special California driver's license and special requirements for licensing are required in order for the faculty member to fulfill such duties, the District shall pay all costs involved in obtaining these licenses or for fulfilling these requirements.

5. Faculty members shall be covered under Workers' Compensation Insurance in the event of accident or injury incurred in the performance of his/her duties.

6. Compensation for mileage to off-campus teaching assignments, to be measured from the appropriate College (Irvine Valley or Saddleback), shall be provided at the rate specified above and when an assignment is in different locations within the same instructional day.

ARTICLE XVI

EMPLOYEE BENEFITS

1. Health Insurance

The District shall provide all employees (75% of contract or greater) and their eligible dependents with a fully paid health insurance plan. Coverage provided shall meet the specifications outlined in Appendix D.

2. Life Insurance

The District shall provide all employees (75% of contract or greater) and their eligible dependents with a fully paid life insurance policy. Coverage provided shall meet the specifications outlined in Appendix E.

3. Dental Insurance

The District shall provide all employees (75% of contract or greater) and their eligible dependents with a fully paid dental plan. Coverage provided shall meet the specifications outlined in Appendix F.

4. Vision Insurance

The District shall provide all employees (75% or contract or greater) and their eligible dependents with a fully paid vision care plan. Coverage provided shall meet the specifications outlined in Appendix G.

5. Salary Protection Insurance

The District shall provide percentage of income benefits for one (1) year for employees who are eligible for STRS Disability Allowances. Coverage provided shall meet the specifications outlined in Appendix H. (It is understood that the District has the authority to change carrier(s) provided equal or better coverage is secured. The District agrees that any change in carrier ought to be made only after the Faculty Association has been informed and the opinion of its members considered.)

6. Benefits During Leave

Employees who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive full insurance coverage to be paid by the District for a period of not less than twelve (12) months beyond the first five (5) months following the exhaustion of all leaves.

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7. Tax Sheltered Annuities

Employees may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.

8. Medical Examinations and Tests

Medical examinations and tests required by the District for employment shall be paid for by the District.

9. Faculty shall be covered for fringe benefit purposes up to the first contractual day of each new academic year.

10. Parking

Appropriate staff parking shall be provided on campus for $20 per academic year for each faculty member.

ARTICLE XVII

RETIREMENT INCENTIVE PLANS

Certificated employees may participate in retirement incentive programs established by the Board of Trustees in compliance with the California Education Code.

1. Reduced Teaching Load with Full Retirement Credit (E.C. 87483)

   A. The Board of Trustees may permit full-time faculty members to reduce their workload from full-time to part-time and have their retirement benefits based upon full-time employment. Following are the rules and regulations for the implementation of the optional reduced load program with full retirement credit.

      1) The option of reduced load may be exercised upon mutual agreement of both the District and the employee. Once the option is exercised, it is not revokable unless agreed to by the Board of Trustees.

      2) To be eligible to start the optional reduced load program, the employee must be fifty-five (55) years of age before the beginning of the academic semester in which the reduction in workload starts.

      3) The employee must have been employed full-time (100%) as a certificated employee of the Saddleback Community College District for at least ten (10) years prior to the request for reduced load.

      4) Except for the reduction in salary, corresponding to the reduced load, the District will provide the part-time employee the same benefits provided a regular full-time (100%) certificated member.

      5) The District and the employee shall agree to make contributions to the State Teachers Retirement System equal to the amount required of a full-time (100%) instructor.

      6) The minimum reduced load shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during the final year of service as a full-time (100%) position.

      7) An employee on the optional reduced load program upon mutual agreement with the District as a minimum shall work:

         a. 100% of one semester and 0% of the other semester, or

         b. 50% each semester, or

         c. Any assignment that will average 50% or more for two (2) semesters of the academic year.

8) Employees who participate in this program shall not have the option of returning to a full-time teaching position unless so agreed upon by the Board of Trustees.

9) An applicant for the optional reduced load program must make application for the optional reduced load program no later than February 1 for the following college year.

2. Consultant Contract Program for Retired Certificated Employees

A. The Board of Trustees may award, when need exists, consultancy contracts to retired certificated employees of the District. Following are the rules and regulations for the implementation of programs of consultant contracts for retired certificated employees.

1) To be eligible to start the consultant contract program, the employee must be at least fifty-five (55) years of age before the beginning of the college year (July 1) in which the consultant contract starts.

2) The employee must have been employed full-time (100%) as a certificated employee of the Saddleback Community College District for at least ten (10) years prior to the request to participate in the consultant contract program.

3) The employee must have officially retired from the District prior to July 1 of the college year in which the consultant contract begins.

4) The contract shall be written for a period of up to five (5) years or until the employee reaches the age of sixty-five (65), whichever comes first.

5) The contract may be written by mutual agreement for a specific annual project or service for not less than thirty (30) working days per year.

6) The annual consultant contract compensation shall not exceed the maximum allowed under the Education Code for such services.

7) Employees opting for this program shall continue benefits through the duration of the contract and receive improved benefits awarded full-time employees.

8) An applicant for the consultant contract program must make application for the program no later than February 1 to be eligible for the following year.

3. Health and Medical Benefits For Retirees

Present health and medical benefits shall continue upon retirement of employees who have been employed full-time by the District for ten (10) years immediately preceding the date of retirement.

These benefits shall continue until the retiree is eligible for government supported health and medical care (Medicare) or reaches the age of sixty-five (65) at which time the District will provide only supplemental coverage.

4. Eligibility Clause (Grandfather)

In that Saddleback Community College District is a relatively new District, all employees who are currently employed full-time shall be eligible for the above benefits regardless of the length of employment by the District. All employees employed after June 30, 1979 must qualify by full-time employment with the District for ten (10) years immediately preceding their retirement date.

5. Emeritus Faculty Privileges

Emeritus Faculty shall retain the same professional privileges afforded regular faculty. Retiring faculty members will be granted Emeritus status and their names will be retained in the college catalog. Emeritus instructors will be granted lifetime event, library and parking privileges.

ARTICLE XVIII

UNIT STABILITY

1. Should any new positions be established during the terms of this Agreement, the placement of those positions in or out of the bargaining unit shall be determined according to Article II. If not covered in Article II, placement shall be negotiated with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to PERB.

2. No position or job title in the present bargaining unit shall be altered during the term of this Agreement, without mutual agreement between the District and the Association.

3. When the District determines that a vacancy within the bargaining unit shall be filled, the faculty shall be notified within ten (10) days of the District's determination. Said vacancies shall be posted for a minimum of ten (10) days prior to being filled. Vacancies in full-time positions which may occur during the term of this agreement may be filled only by full-time faculty members and shall not be filled by part-time employees nor contracted out of the unit.

ARTICLE XIX

ORGANIZATIONAL SECURITY

1. The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against an employee regarding such matters.

2. Membership in the Association is not compulsory. Except as provided elsewhere in the Agreement, all members of the bargaining unit, or in the case of new bargaining unit members hired during their Agreement, shall, on or before the sixtieth (60th) day following the beginning of the school year, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment or of continued employment elect one of the following:

   A. To become a member of the Association; or

   B. Non-members of the Association may pay to the Association, during the term of the Agreement, a service fee in the amount equal to the Association's annual dues for representing such employees. Such amount shall be verified and submitted in writing to the District within thirty (30) days after the effective date of this agreement and at the beginning of each successive school year.

      The service fee payment described herein may be made, at the employee's option, either through payroll deduction, or direct payment to the Association; or

   C. To neither become a member nor pay a service fee.

3. The interpretation, application, administration and enforcement of this Article shall be in accordance with the requirements of the Government Code, Chapter 10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public Employment Relations Board, Federal and State Courts and to the extent that it does not conflict with any federal or state laws.

4. Exceptions to Section 2 above, shall be:

   A. Part-time bargaining unit members electing option 2A or 2B shall pay a prorated service fee in the same ratio as their part-time service bears to full-time service.

   B. Full-time bargaining unit members hired during the school year shall be required through direct payment or deduction authorization, only a prorata amount of the membership dues or service charge. Such pro-rata shall be based on a maximum of ten (10) school months

(September through June) and the number of months remaining in the school year. A month shall be determined if more than 51% of the teaching days in that month remain after the employee commences employment.

5. A bargaining unit member shall be responsible to the Association for the full year's payment when electing to pay Association dues or service fee.

6. In the event an employee does not tender payment of dues directly to the Association, the employee may execute a written District authorization form to the District for deductions from their pay. Such written authorization must be voluntary and the employee may revoke such authorization at any time. The deductions permitted under the authorization shall be:

   A. Association member - the annual dues of the local Association including state and national organizations; but excluding all other charge including fines and assessments.

   B. Non-members - a certified amount of the cost as verified in Section 2.B, above.

   C. Such deductions shall be made only upon submission of the District form to designated representative of the District duly completed and executed by the employee.

      1) Deductions shall be made in equal installments on each pay day after receipt of authorization.

      2) By the fifteenth (15th) day of each succeeding month, the District shall transmit the monies to the Association.

7. The Association shall hold the employer harmless on account of any monies deducted and remitted to the Association pursuant to this section.

8. As a condition of the effectiveness of this Article, the Association agrees:

   To indemnify and save the District, Board of Trustees, each individual school board member, and all administrators in the District, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article.

ARTICLE XX

SALARY SCHEDULE

1. The salary schedule for the period July 1, 1988 through June 30, 1989 is set forth in Appendix I. A retroactive pay adjustment will be made to each faculty member as soon as possible after ratification and thereafter salary payments will be in accord with the new salary schedule.

   A. In order to address erosion in faculty salaries caused by the re-negotiation of the 1982-1983 salary schedule, add 5% to each cell of the salary schedule over a three-year period according to the following schedule. These increases are to be in addition to cost-of-living adjustments as defined in Section B below.

1988-1989	2.00%
1989-1990	1.50%
1990-1991	1.50%

   B. For each year of three consecutive years commencing with the 1988-1989 year, application of the annual COLA percentage as established in the state budget for California Community Colleges to the base salary as defined in Paragraph C below.

1988-1989	4.70%*
1989-1990	(Pending)
1990-1991	(Pending)

   *Inclusive of the 4.64% previously negotiated and calculated.

   C. Establish as the "base salary" the value of Column I, Step 1, as defined in Section 2 below, and then adopt the following definitions, to take effect Fall Semester 1989:

Step Increments	5.0% of base salary.
Column Increments	7.5% of base salary.
Non-Contract Instruction (Overload, Part-time, Summer)	2.130% of base salary per WFCH ("OSH") to maximum of 2.559% of base during fall and spring and 3.060% of base during summer.
Large Lecture	(One Instructor) For pre-approved class sections only, per each WFCH per approved section, and per each increment of 15 students over 45 and 20 students over 90, a stipend equivalent to .333 times the regular part-time overload rate per WFCH, subject to caps as defined above.

(Two Instructors) For pre-approved sections only, per each WFCH per section, and per each increment of 15 students over 75 and 20 students over 90, a stipend equivalent to .170 times the regular part-time/overload rate per WFCH, subject to caps as defined above.

2. Column I, Step 1, of the Faculty Salary Schedule is defined as the base salary. By agreement, the value of the base salary for 1988-1989 shall be $24,100.

   The salary schedule shall consist of five columns, with 10 steps in the first column, 15 steps in the second column, 20 steps in the third column, and 25 steps in the fourth and fifth columns. In accordance with the 1980 agreement, one additional cell, Column V, Step 30, shall remain until individuals presently at that step retire.

3. Those faculty members who hold a doctorate and are not on Column V, Step 30, shall receive an additional annual compensation of $1,000 per year over and above placement on step and column.

4. Full-time faculty shall move one step on the salary schedule for each contractual year of service. Part-time faculty shall move one step on the salary schedule after having taught thirty (30) LHE's in the District.

ARTICLE XXI

SEVERABILITY

1. Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

2. Replacement for Severed Provision: In the event of suspension or invalidation of any Article or Section of this Agreement, the District and the Association will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.

ARTICLE XXII

REOPENER CLAUSE

1. Both parties (District and Association) have agreed that the scope of the Act leaves some room for interpretation. In an effort to expedite the negotiations process, the articles contained herein constitute an agreement on the scope of the Act. However, should PERB or the courts rule on items not covered in this contract, the District agrees to meet and negotiate in good faith those provisions so ruled in scope.

2. Any item so negotiated and agreed to by both the District and the Association shall become a part of this Agreement and shall not cancel or invalidate any other part of this Agreement.

3. By mutual agreement, any Article or part thereof may be reopened and negotiated. The Article being negotiated shall remain in effect until such time that it is altered by agreement through this negotiation.

4. In addition, each party to the agreement shall be allowed a reopener on one specified issue other than retroactive or cost-of-living salary schedule adjustments, negotiations to ensue Fall 1989, or earlier upon mutual agreement.

ARTICLE XXIII

BOARD POLICIES

1. Except as limited by the specific and express terms of the Act and/or this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration and the Administration shall continue to exercise such powers, duties, and responsibilities during the period to this Agreement.

2. It is understood that all Board Policies will remain as governing regulation except those that are specifically changed by other articles of this contract.

3. It is agreed by both parties that the following Board Policies will not be changed for the duration of this contract (June 30, 1991):

4000	Statement of Policy (Certificated and Classified)	07-01-74
4001	Recruitment and Selection	03-24-80
4003	Employment of Relatives	02-24-75
4007	Physical Examination	06-04-69
4009	Drivers for College-Sponsored Activities	10-08-73
4076	Compensation for Certificated and Classified Positions	06-04-69
4077	Excused Absence	06-04-69
4077.2	Personal Leave (With Loss of Pay)	04-13-70
4078	Industrial Accident and Illness Leave	02-13-68
4101.2	Number of Pay Periods	07-26-71
4018	Related Experience	07-13-70
4109	Sick Leave - Transfer	11-26-79
4110	Sick Leave	07-01-73
6122	Challenge of Adopted Instructional Materials	02-14-77
6124	Instruction - Minimum Enrollment	07-24-78
6125	Field Trips	03-27-78
6130	Textbook Adoption	06-09-75

ARTICLE XXIV

LAYOFF PROCEDURES

Should the District institute a layoff of full-time faculty, the statutory guarantees contained in the Education Code as applicable to Community College Districts are incorporated into this Agreement and shall apply.

ARTICLE XXV

DISCIPLINE PROCEDURES

The statutory guarantees contained in the Education Code applicable to the disciplining of Community College District full-time faculty are incorporated into this Agreement and shall apply to regular and contract faculty.

No full-time faculty shall be disciplined unless the District has fulfilled its obligations to evaluate such faculty member in accordance with the procedures outlined in Article XII Faculty Evaluation Procedures.

ARTICLE XXVI

EFFECT OF AGREEMENT

The Articles of this Agreement shall be final and binding on both parties.

APPENDICES

APPENDIX A
SADDLEBACK COLLEGE

Course:

INSTRUCTOR EVALUATION REPORT

Instructor _____ Division _____ Date _____

Period Covered by Evaluation _____ to _____
Month/Day/Year Month/Day/Year

THE INSTRUCTOR AS A DIRECTOR OF LEARNING

		Satisfactory or Better	Needs Improvement
ACADEMIC ACHIEVEMENT	Develops individual academic growth, critical thinking, and initiative.	☐	☐
ATTITUDES OF LEARNING	Motivates best effort from student; relates students' learning to previous knowledge and experience.	☐	☐
KNOWLEDGE	Has a thorough current knowledge of subject matter and course of study.	☐	☐
PLANNING	Is well-prepared for classes through daily and long-term planning.	☐	☐
TECHNIQUES	Uses appropriate college teaching techniques; integrates subject matter; makes assignments.	☐	☐
ATTITUDE TOWARD STUDENTS	Demonstrates interest, understanding, tolerance and fairness.	☐	☐
ATTITUDE TOWARD TEACHING	Is enthusiastic in teaching; demonstrates self-improvement.	☐	☐
ATTITUDE TOWARD COLLEGE	Follows college policies and procedures.	☐	☐
ATTITUDE TOWARD COMMUNITY	Helps the college maintain good public relations.	☐	☐

THE INSTRUCTOR'S PERSONAL QUALIFICATION

RECORDS	Keeps accurate and neat records; submits reports and records punctually.	☐	☐
ATTENDANCE	Is never absent unless necessary. Reports absences according to policy.	☐	☐

White Copy for Instructor
Yellow Copy for Division Chairman
Pink Copy for Office of Personnel

M 11/83
FORM 01=6

Qualities or Techniques which are commendable_____

Comments by Evaluator_____

Instructor's comments_____

(These signatures indicate that this report and copies of the evaluation form have been discussed by:

Instructor's Signature_____ Evaluator's Signature_____

Date_____ Date_____

Review by Office of Instruction_____

Review by Superintendent_____

Office of Instruction's Signature_____ Date_____

APPENDIX B

LARGE CLASS FORMULAS

One Instructor:

Number of Students	SEMESTER HOURS														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
60- 60	.33	.67	1	1.33	1.67	2	2.33	2.67	3	3.33	3.67	4	4.33	4.67	5
61- 75	.67	1.33	2	2.67	3.33	4	4.67	5.33	6	6.67	7.33	8	8.67	9.33	10
76- 90	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
91-110	1.33	2.67	4	5.33	6.67	8	9.33	10.67	12	13.33	14.67	16	17.33	18.67	20
111-130	1.67	3.33	5	6.67	8.33	10	11.67	13.33	15	16.67	18.33	20	21.67	23.33	25
131-150	2	4	6	8	10	12	14	16	18	20	22	24	26	28	30
151-170	2.33	4.67	7	9.33	11.67	14	16.33	18.67	21	23.33	25.67	28	30.33	32.67	35
171-190	2.67	5.33	8	10.67	13.33	16	18.67	21.33	24	26.67	29.33	32	34.67	37.33	40
191-210	3	6	9	12	15	18	21	24	27	30	33	36	39	42	45
211-230	3.33	6.67	10	13.33	16.67	20	23.33	26.67	30	33.33	36.67	40	43.33	46.67	50
231-250	3.67	7.33	11	14.67	18.33	22	25.67	29.33	33	36.67	40.33	44	47.67	51.33	55
251-270	4	8	12	16	20	24	28	32	36	40	44	48	52	56	60
271-290	4.33	8.67	13	17.33	21.67	26	30.33	34.67	39	43.33	47.67	52	56.33	60.67	65
291-310	4.67	9.33	14	18.67	23.33	28	32.67	37.33	42	46.67	51.33	56	60.67	65.33	70

Team of Two Instructors:

Number of Students	SEMESTER HOURS														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
30- 50	.17	.33	.5	.67	.83	1	1.17	1.33	1.5	1.67	1.83	2	2.17	2.33	2.5
91-110	.33	.67	1	1.33	1.67	2	2.33	2.67	3	3.33	3.67	4	4.33	4.67	5
111-130	.5	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5
131-150	.67	1.33	2	2.67	3.33	4	4.67	5.33	6	6.67	7.33	8	8.67	9.33	10
151-170	.83	1.67	2.5	3.33	4.17	5	5.83	6.67	7.5	8.33	9.17	10	10.83	11.67	12.5
171-190	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
191-210	1.17	2.33	3.5	4.67	5.83	7	8.17	9.33	10.5	11.67	12.83	14	15.17	16.33	17.5
211-230	1.33	2.67	4	5.33	6.67	8	9.33	10.67	12	13.33	14.67	16	17.33	18.67	20
231-250	1.5	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5
251-270	1.67	3.33	5	6.67	8.33	10	11.67	13.33	15	16.67	18.33	20	21.67	23.33	25
271-290	1.83	3.67	5.5	7.33	9.17	11	12.83	14.67	16.5	18.33	20.17	22	23.83	25.67	27.5
291-310	2	4	6	8	10	12	14	16	18	20	22	24	26	28	30

APPENDIX C

CERTIFICATED PERSONNEL
ADDITIONAL DUTY AND COMPENSATION

Coordinators

A contract of ten (10) months plus $1,437 per semester.

Department/Program Chairpersons

Released time shall be granted Department/Program Chairs as designated by the appropriate College President.

Accepted/Approved Non-Instructional Assignments/Projects

Faculty will be paid no less than the equivalent of one (1) contact hour for three (3) hours of non-instructional work.

Reassigned Time

Based on a normal teaching load of thirty to thirty-two (30-32) LHE's per year, coaches will be allotted reassigned time amounting to five (5) contact hours during the season of the sport in which they are involved.

APPENDIX D

HEALTH INSURANCE PLAN

(On File in the Business Office)

APPENDIX E

LIFE INSURANCE PLAN

(On File in the Business Office)

APPENDIX F

DENTAL INSURANCE PLAN

(On File in the Business Office)

APPENDIX G

VISION INSURANCE PLAN

(On File in the Business Office)

APPENDIX H

SALARY PROTECTION INSURANCE PLAN

(On File in the Business Office)

APPENDIX I

SADDLEBACK COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE
1988 - 1989

STEP	I	II	III	IV	V
1	24,100	25,908	27,715	29,523	31,330
2	25,305	27,113	28,920	30,728	32,535
3	26,510	28,318	30,125	31,933	33,740
4	27,715	29,523	31,330	33,138	34,945
5	28,920	30,728	32,535	34,343	36,150
6	30,125	31,933	33,740	35,548	37,355
7	31,330	33,138	34,945	36,753	38,560
8	32,535	34,343	36,150	37,958	39,765
9	33,740	35,548	37,355	39,163	40,970
10	34,945	36,753	38,560	40,368	42,175
11		37,958	39,765	41,573	43,380
12		39,163	40,970	42,778	44,585
13		40,368	42,175	43,983	45,790
14		41,573	43,380	45,188	46,995
15		42,778	44,585	46,393	48,200
16			45,790	47,598	49,405
17			46,995	48,803	50,610
18			48,200	50,008	51,815
19			49,405	51,213	53,020
20			50,610	52,418	54,225
21				53,623	55,430
22				54,828	56,635
23				56,033	57,840
24				57,238	59,045
25				58,443	60,250
*30					66,275

*Per Article XX (Grandfather Clause). Do not receive $1,000 Doctorate stipend.

SADDLEBACK COMMUNITY COLLEGE DISTRICT

CERTIFICATED SALARY SCHEDULE

DEFINITION OF SALARY CLASSES

Class I	(a) Bachelor's Degree
Class II	(a) Master's Degree, or (b) Bachelor's Degree plus 40 semester units, including Master's Degree
Class III	(a) Master's Degree plus 20 semester units, or (b) Bachelor's Degree plus 50 semester units, including Master's Degree
Class IV	(a) Master's Degree plus 40 semester units, or (b) Bachelor's Degree plus 70 semester units, including Master's Degree, or (c) The following Vocational Credential: Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.
Class V	(a) Earned Doctorate, or (b) Master's Degree plus 60 semester units, or (c) Bachelor's Degree plus 90 semester units, including Master's Degree, or (d) The following Vocational Credential: Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.

ADDITIONAL PROVISIONS

Full credit is given for each year of previous experience, up to eleven (11) years. Exceptions may be made in the case of new programs or campus needs.

A yearly stipend of $1,000 will be paid to eligible faculty with an earned Doctorate.

Revised , Effective 07/01/83
Revised 07/19/84, Effective 07/01/84
Revised 03/04/85, Effective Fall Semester, 1984
Revised 07/06/88, Effective 07/01/88
Revised 12/06/88, Effective 07/01/88

APPENDIX I (Cont'd)

SADDLEBACK COMMUNITY COLLEGE DISTRICT

CERTIFICATED HOURLY SALARY SCHEDULE

1988-89

STEP	I	II	III	IV	V
	OSH PER: HOUR	OSH PER: HOUR	OSH PER: HOUR	OSH PER: HOUR	OSH PER: HOUR
1	$513 = $30.903	$552 = $33.253	$590 = $35.542	$616 = $37.108	$616 = $37.108
2	539 = 32.469	577 = 34.759	616 = 37.108		
3	565 = 34.036	603 = 36.325			
4	590 = 35.542	616 = 37.108			
5	616 = 37.108				
6					
7					
8					
9					
10					

In accordance with the Certificated Employee Master Agreement 1980-83, Article III, Section 11, "One Semester Hour" (OSH) shall be defined as the equivalent of one contact hour, per week, per semester. For example, a class that meets three (3) contact hours per week for a full semester would be the equivalent of three (3) OSH.

evised 12/06/88; Effective 07/01/88

039/t3

APPENDIX I (Cont'd)

SADDLEBACK COMMUNITY COLLEGE DISTRICT

CERTIFICATED HOURLY SALARY SCHEDULE

SUMMER 1988-89

	I		II		III		IV		V	
STEP	OSH	PER: HOUR	OSH	PER: HOUR	OSH	PER: HOUR	OSH	PER: HOUR	OSH	PER: HOUR
1	$513	= $30.903	$552	= $33.253	$590	= $35.542	$629	= $37.891	$667	= $40.180
2	539	= 32.469	577	= 34.759	616	= 37.108	654	= 39.397	693	= 41.746
3	565	= 34.036	603	= 36.325	642	= 38.674	680	= 40.963	719	= 43.313
4	590	= 35.542	629	= 37.891	667	= 40.180	706	= 42.530	737	= 44.397
5	616	= 37.108	654	= 39.397	693	= 41.746	731	= 44.036		
6	642	= 38.674	680	= 40.963	719	= 43.313	737	= 44.397		
7	667	= 40.180	706	= 42.530	737	= 44.397				
8	693	= 41.746	731	= 44.036						
9	719	= 43.313	737	= 44.397						
10	737	= 44.397								

In accordance with the Certificated Employee Master Agreement 1980-83, Article III, Section 11, "One Semester Hour" (OSH) shall be defined as the equivalent of one contact hour, per week, per semester. For example, a class that meets three (3) contact hours per week for a full semester would be the equivalent of three (3) OSH.

SADDLEBACK COMMUNITY COLLEGE DISTRICT
MISSION VIEJO, CA

STATEMENT OF GRIEVANCE FORM

CERTIFICATED

Date _____

Number _____

GRIEVANT NAME: _____ ☐ Saddleback College

DIVISION/SCHOOL: _____ ☐ Irvine Valley College

DATE OF ALLEGED VIOLATION: ___/___/___ DATE OF INFORMAL DISCUSSION: ___/___/___ DATE OF ORAL RESPONSE: ___/___/___

SPECIFIC ARTICLES AND SECTIONS OF AGREEMENT ALLEGED TO HAVE BEEN VIOLATED:

_____

_____

STATEMENT OF ALLEGED VIOLATION (PROVIDE COMPLETE FACTS):

_____

_____

_____

_____

_____

_____

RELIEF REQUESTED:

_____

_____

_____

_____

_____

_____

STATEMENT OF GRIEVANCE FORM
Page Two

LEVEL ONE - VICE PRESIDENT OF INSTRUCTION/STUDENT SERVICES

DETERMINATION:

DATE OF RECEIPT: / /
DATE OF RESPONSE: / /

GRIEVANCE: RESOLVED ☐
DENIED ☐

SIGNATURE _____

LEVEL TWO - COLLEGE PRESIDENT

DETERMINATION:

DATE OF RECEIPT: / /
DATE OF RESPONSE: / /

GRIEVANCE: RESOLVED ☐
DENIED ☐

SIGNATURE _____

LEVEL THREE - CHANCELLOR OF THE DISTRICT

DETERMINATION:

DATE OF RECEIPT: / /
DATE OF RESPONSE: / /

GRIEVANCE: RESOLVED ☐
DENIED ☐

SIGNATURE _____

LEVEL FOUR - BOARD OF TRUSTEES

DETERMINATION:

DATE OF RECEIPT: / /
DATE OF RESPONSE: / /

GRIEVANCE: RESOLVED ☐
DENIED ☐

SIGNATURE _____

APPENDIX K

SPECIFICATIONS OF WORKLOAD AND COMPENSATION PROVISIONS

CONTRACTUAL ACTIVITIES (General Definitions)

1. All certificated employees covered by the Master Agreement are teaching faculty and their normal activities are teaching activities. It is understood that the current agreement inconsistently and misleadingly applies the terms "teaching" and "non-teaching," "instructional" and "non-instructional" to faculty, to assignments, to responsibilities, to duties, and to other similar concerns. It is agreed that all certificated employees are "teaching" faculty by definition and that their regular contracted duties and responsibilities are "teaching" duties and responsibilities. This applies to all part-time as well as to all full-time faculty and includes categorically all faculty whose normal or occasional activities are "non-classroom" or "non-traditional" in nature -- counselors, librarians, student health center nurses, learning assistance instructors, and any and all others who are certificated employees within the District.

2. There are three distinct types of teaching activities that occur within the District.

   The Association and the District agree that the various types of teaching activities ("delivery systems") that occur within the District are classified for contractual purposes into the following three categories:

   A. Lecture Instruction.

   B. Formally Organized Laboratory Instruction.

   C. Tutorial and Guidance Instruction.

   "Formally Organized Laboratory Instruction" -- A class section is designated as a "formally organized lab" if and only if it meets all of the following requirements:

   1) The section must be attached to a lecture section that is part of a single course, and it must be so specified in the catalog.

   2) The section must provide information or experience the learning of which is an explicit part of the requirements a student must meet to complete the course.

   3) The section must carry unit value.

   4) The section must obligate the enrolled student to attend on a regularly scheduled basis for a specified duration.

   5) The section must function, except for unusual or temporary circumstances, under the direction of a specified faculty member.

"Tutorial and Guidance Instruction" -- Instruction that is neither lecture nor formal lab instruction is tutorial or guidance instruction. Such instruction is normally sporadic, unscheduled, without unit value, of an individual rather than group nature. It is generally not formally required instruction but instruction or assistance a student seeks as supplementary to his or her classwork or instruction assigned by an instructor as "homework" or "outside" work or so forth. Standard examples of such instruction include counseling, librarian work, learning assistance tutoring, and other instructional activities that clearly and unambiguously fall outside the specifications for lecture and formal lab instruction.

CONTRACTUAL ACTIVITIES (Full-time Workloads)

3. Workload for all certificated faculty is determined on the basis of assigned semester hours. These semester hours are "weighted" by LHE conversion solely for the purpose of calculating full-time workloads; in all other cases no weighting and no LHE conversion occurs.

It is agreed that all teaching assignments (that is, all assignments to any and all certificated faculty, full-time and part-time) are made on a semester hour basis, one semester hour being equivalent to one contact hour (50 minutes) per week per semester (from the first to the last day of instruction in a given semester, including the week of final examinations). When determining full-time contracted workloads, assigned semester hours are converted to LHE's according to the following conversion tables:

BY SEMESTER		WEEKLY		
1 semester hour	=	1 contact hour + 1 hour preparation	=	2 working hours
1.2 semester hours (lab)	=	1 1/5 contact hours + 4/5 hour preparation	=	2 working hours
2 semester hours (tutorial)	=	2 contact hours	=	2 working hours

It is understood that in all cases, 1 LHE is equivalent to two working hours per week over the course of a normal academic semester. It is also understood that the LHE conversion tables apply by definition only to full-time contracted workloads during fall and spring semesters and have no application at all with respect to overload instruction, summer school instruction, part-time instruction, or extended contract instruction (all of which are covered in paragraphs below).

4. The contracted workload for all full-time certificated employees is 15 LHE per semester, 30 LHE per academic year.

It is agreed that all full-time certificated employees are contractually

obligated to an assignment of 15 LHE's per semester (30 LHE per academic year) and that, in addition, each full-time certificated employee must schedule and be available for five office hours per week and one committee or meeting hour per week over the course of each semester. Under clearly exceptional and unavoidable circumstances, management may assign an individual full-time certificated employee up to a total of 16 LHE in a single semester or 32 LHE in a single academic year as a contractual obligation; however, management will make every effort to insure that each individual full-time certificated employee is assigned exactly 15 LHE per semester according to the conversion tables in Item 3 above and that additional LHE's will be assigned exclusively in the instance when a whole number conversion is clearly impossible. Moreover, it is understood that in such cases management will attempt to compensate by adjusting future workloads downward by a corresponding fraction so that the total annual workload will be 30 LHE for each full-time certificated faculty member.

Because full-time faculty are contractually obligated to a 15 LHE assignment per regular semester, all managers in the District will assign any and all full-time loads accordingly; that is, they will assign each full-time certificated employee under their administration a 15 LHE load per semester (according to the conversion tables in Item 3 above) and then inform the faculty member that he or she must formally make available five additional hours per week as office hours and allow one additional hour per week for committee assignments. Office hours shall be scheduled by faculty members and submitted to the appropriate administrator for his/her information. If, however, the appropriate administrator makes a good faith determination that office hours are not scheduled responsibly or conscientiously, fulfilling the faculty member's contractual obligation or the needs of that faculty member's students, the matter shall be discussed, and if the schedule is rejected, the matter may be resolved through the appropriate grievance machinery.

5. All full-time certificated employees carry a thirty-six (36) hour weekly workload.

Since in all instances one LHE is equivalent to two working hours per semester (see conversion tables in Item 3 above), and since all full-time faculty are contractually obligated to a 15 LHE assignment per semester plus an additional six hours per week per semester (see Item 4 above), it is evident that all full-time certificated employees regularly work thirty-six hours per week and so are "thirty-six hour employees."

CONTRACTUAL ACTIVITIES (Overload and Summer School)

6) Full-time certificated employees work "overload" only when they accept semester hour teaching assignments above and beyond those to which they are contractually obligated during the specified length of the contract.

It is agreed that a full-time certificated employee works "overload" or "overtime" if and only if:

A. The duties performed are of a normal and regular teaching nature (as defined in Item 2 above);

B. The duties are assigned only following the full consent of the individual faculty member; and

C. The duties are performed only within the specified limits of an individual's contract and are additional to the workload specified in Item 4 above.

Consequently, summer school assignments are not overload assignments -- neither are any non-teaching assignments whatsoever, nor any form of extended contracts (see Item 8 below). Since only full-time certificated employees are contractually obligated to a specified workload, only full-time faculty may work overload. All overload assignments are made on a semester hour basis (as are all teaching assignments of any sort -- see Item 3 above) and are compensated in full accordance with Article XX of the Certificated Employee Master Agreement.

7. Summer school assignments are not extended contract or overload assignments.

It is agreed and understood that all summer school assignments for any and all certificated employees of the District are teaching assignments separate and distinct from regular contracted assignments, extra -- contractual assignments, and overload assignments. Summer school assignments are all teaching assignments (see Item 2 above) made within the specified beginning and ending dates (first and final days of instruction) within a specified single summer term on a single college in the District. There is no overload or overtime during summer term(s) and there are no summer school assignments of any sort before, between, or after designated summer semesters. All summer school assignments are compensated in full accordance with Article XX of the Certificated Employee Master Agreement.

CONTRACTUAL ACTIVITIES (Extended Contracts)

8. An "extended contract" may be offered only for the purposes of allowing for teaching assignments outside formal academic terms (fall, spring, and summer terms).

It is agreed that an individual faculty member's contract may be extended if and only if:

A. Management has requested of a full-time faculty member (and that individual has consented) that he or she continue to provide his or her teaching services to the District outside and beyond the stated terms of the individual contract, and outside and beyond any and all summer school terms; and

B. The individual faculty member continues to perform his or her regular and normal teaching duties or performs similar, or affiliated teaching duties.

This means that no faculty member's contract may be "extended" in order that the individual may perform non-teaching services for the District.

It is agreed and understood that the current Master Agreement allows for and specifies various and distinct kinds and lengths of contractual obligations (see Article XIII of the Certificated Employee Master Agreement), and that consequently some full-time faculty members are contracted for a greater number of "duty days" than are others. Since compensation specified by the salary schedule is based on a standard 178-day contract, individuals who are obligated under the terms of the current agreement to longer contracts will have their salaries adjusted to reflect these additional duties. Such adjustment is made on a per diem basis, and the total amount of base salary plus adjustments constitutes the contracted salary for that individual. It is understood that these are not examples of "extended contracts" since an "extension" refers exclusively to assignments in addition to those to which the full-time faculty member is obligated as a regular part of his or her contract with the District.

EXTRA-CONTRACTUAL ACTIVITIES ("NON-TEACHING" ASSIGNMENTS)

9. Any and all "non-teaching" activities performed by certificated employees are extra-contractual activities.

It is agreed that "non-teaching activities" means specifically and exclusively responsibilities assumed that fall clearly and distinctly outside the normal duties performed by a faculty member in the regular execution of his or her contracted workload. As such, any and all "non-teaching" duties or assignments assigned to any certificated faculty members, full-time or part-time, are by definition extra-contractual duties. Consequently, any assignment to a faculty member of non-teaching duties may be made only upon the full consent of the individual faculty person. Compensation for any and all such "non-teaching" duties will be calculated on a per diem basis. Since all certificated employees are placed on the salary schedule, the specifications of compensation apply equally to part-time as well as to full-time faculty.

SUMMARY CLASSES

10. The contract will be applied fully in accordance with the following summary chart which categorizes all the agreements of this side letter.

It is agreed that the following chart represents SCCDFA's and the District's understanding concerning assignments and compensation for any and all activities performed by any and all certificated employees within the District:

ACTIVITIES PERFORMED BY CERTIFICATED FACULTY

<table>
<tr><td colspan="3">Contractual Activities ("teaching activities") --ITEMS 1 and 2--</td><td>Extra-Contractual Activities ("non-teaching activities") --ITEM 9--</td></tr>
<tr><td>Full-Time Workload</td><td colspan="2">Supplementary to Full-Time Workload</td><td rowspan="3">PER DIEM
ITEM 9</td></tr>
<tr><td rowspan="2">LHE System
ITEMS 3 - 5</td><td>Part-Time Overload Summer School</td><td>Extended Contracts</td></tr>
<tr><td>OSH System
ITEMS 6, 7</td><td>PER DIEM
ITEM 8</td></tr>
</table>

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APPENDIX L

LEARNING CENTER INSTRUCTION

1. Learning Center Instruction (Full-time Workload)

   Full-time faculty assigned duties of learning center instruction shall be principal instructors of record within designated college learning centers. Instructional duties of these faculty members shall be exclusively tutorial in nature; as such they shall not function as instructors of record for formally organized lecture or lab courses or sections of such courses. While functioning in the capacity and assigned the responsibilities of learning center instruction as part or as determined by the understanding that two (2) tutorial hours within a designated Learning Center shall be equivalent to one (1) LHE.

2. Learning Center Instruction (Part-time, Overload, Summer School, Extended Contract)

   Any faculty member assigned duties of learning center instruction that are not part of a normal contracted full-time workload (that is, any and all part-time, overload, summer school, and extended contract assignments) shall be compensated for such duties in full accordance with Article XX of this contract.

3. Limitation Clause

   For the duration of the existing contract it is agreed that there shall be no more than nine (9) designated learning centers within the District and that these nine centers shall be and only be the following:

   Business Learning Center (Saddleback College)
   Computer Learning Center-Business (Saddleback College)
   Computer Learning Center-Math (Saddleback College)
   Graphic Arts Learning Center (Saddleback College)
   Humanities and Languages Learning Center (Saddleback College)
   Nursing Skills Lab (Saddleback College)

   Business Learning Center (Irvine Valley College)
   Computer Learning Center (Irvine Valley College)
   Humanities Learning Center (Irvine Valley College)

   It is further agreed that for the duration of the current contract the total annual LHE assigned as learning center hours shall not exceed 270 within the District. This limitation does not apply to any part-time overload, or summer school assignments, which are unlimited and covered in Paragraph 2 above.

4. Provision and Interpretations

The Association agrees that the District may assign certificated faculty responsibilities of learning center instruction provided such assignments are made and compensated in full accordance with Paragraphs 1 through 3 above and in full accordance with all provisions of Appendix K and the Certificated Master Agreement. This appendix:

A. Does not in any way restrict the kinds of teaching activities that may occur in any designated learning center. Rather it provides only that learning center instruction must occur only within a designated learning center. Consequently, lecture and formally organized lab instruction may take place in designated learning centers -- it is understood that in such cases instruction will be compensated in accordance with the normal provisions of the contract (see Side Letter No. 81-2/1). It is understood by both parties that there may arise questions of definition regarding the type of instruction occuring within a given learning center. The Association and the District agree to negotiate all such disagreements and resolve them according to the provisions of the Master Agreement and the specifications of Side Letter No. 81-2/1.

B. Does not in any way allow, validate, sanction, or confirm the reclassification of any classified personnel to certificated faculty.

C. Does not in any way create or distinguish a separate category of instructor within the District -- this agreement stipulates only that learning center instruction may occur, that such instruction must be done by certificated faculty, that it be limited in scope and amount, and that it be compensated for in full accordance with the Certificated Master Agreement and all Side Letter Agreements attached thereto. Consequently, the District is not creating new certificated positions called "Learning Center Instructors" since no provisions exist in the Master Agreement for such an entity. Rather, the Association and the District have agreed to allow in the District 270 LHE of learning center instruction per academic year and an unlimited number of semester hours of such instruction. The Association has no objection if management elects to hire additional full-time faculty to help provide instruction on the LHE system.

Consequently, management will not direct any faculty members or appoint any faculty committees to initiate the hiring of "full-time learning center instructors" within any division. Rather, management may, at its discretion, seek to add new full-time faculty to existing divisions in the expectation that such additions will allow for extended learning center instruction by full-time faculty. It is the understanding and the expectation of the Association that in such instances normal full-time hiring methods will be applied. Management may, of course, assign learning center instructional duties as it sees fit so long as the stipulations and limitations of the agreement are fully and fairly observed.

APPENDIX M

SADDLEBACK COMMUNITY COLLEGE DISTRICT

REDUCED CONTRACT REQUEST FORM

INSTRUCTOR: _____

PERIOD OF TIME FOR WHICH REDUCTION IS REQUESTED: (One year maximum)

SEMESTER ____ ACADEMIC YEAR ____ OTHER ____ (Please Specify: _____)

PERCENTAGE LOAD REDUCTION: _____

REASON FOR REDUCTION REQUEST:

☐ Medical

☐ Professional Development Activities (Please Explain)

_____

_____

☐ College Work-Related Situation (Please Explain)

_____

_____

My signature affixed below indicates that this request is voluntary and that I fully understand and take responsibility for any and all consequences related to the impact upon my retirement and other benefits as a result of the reduction. I understand that my salary will be reduced in keeping with the percentage reduction in teaching load requested. I also understand that this reduction is distinct from the provisions included in Article VIII -- Leaves, Certificated Employee Master Agreement 1984-87.

_____

_____ _____

Instructor's Signature Date

_____ _____

Division/School Dean's Signature Date

_____ _____

President's Signature Date

_____

02-04-87
071A/j

APPENDIX N

PROFESSIONAL DEVELOPMENT LEAVE OPTION:

CREDITED PAID LEAVE FOR OVERLOAD HOURS

(Hereinafter known as the Program)

A) The Program shall be limited to those faculty members whose applications were approved for participation in the same as of September 24, 1987.

B) All faculty members in the Program, shall accumulate the appropriate overload hours that would be necessary to replace his/her LHE obligation while on leave, apply for leave, be accepted for leave, and complete the Program by June 30, 1991.

C) The Faculty-Administration Committee for Sabbatical Leaves shall review and approve all qualified applications for Leave under the Program. In the event that there are more than three (3) qualified applications for Leave under the Program for any one (1) academic year, the Committee shall make the determination as to which of three (3) applications are approved for Leave during said year under the Program.

D) A faculty member may elect to voluntarily withdraw from the Program. The employee's accrued compensation shall be paid according the the provisions as established in the Personnel Guideline.

E) All Leaves under the Program granted by the District shall be deducted from the Sabbatical Leave Quota effective during the year said Program Leaves are taken. Not more than three (3) instructors Districtwide may be approved for Program Leave in any given academic year and at no time shall the District grant a combined total of Sabbatical and Program Leaves in excess of 4.63% of the total certificated faculty in any given year as established in this Memorandum of Understanding.

F) Procedures for implementing the Program shall be in accordance with the Personnel Guidelines established by the Office of Employee Relations and Personnel.

Saddleback Community College District

28000 Marguerite Parkway
Mission Viejo
California
92692
714-582-4500

MEMORANDUM OF UNDERSTANDING BETWEEN SADDLEBACK COMMUNITY COLLEGE DISTRICT AND SADDLEBACK COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION

Pursuant to agreement of February 22, 1989, Article X - Part-time Faculty, paragraph 6. shall read as follows:

6. Article X, Section 6 of the 1984-1987 Certificated Employee Master Agreement, which was designed to establish special status for Part-time faculty, was ruled to be in violation of Affirmative Action Statutes by the State Chancellor's Office. It is the intent of the District and the Association, in accord with Article XXI of this Agreement, to negotiate substitute language for this section. This language, to the extent permitted by law, would establish and further define a special status for part-time faculty who have been or will have been employed by the District for a number of semesters, and would specify any special consideration that they might receive by virtue of this status.

FOR THE DISTRICT:

Maria C. Sheehan
Vice Chancellor
Employee Relations/Personnel

FOR SADDLEBACK CCD FACULTY ASSOCIATION:

Carl Christensen, President
SCCDFA

SIGNED: MAY 2, 1989

BOARD OF TRUSTEES: John C. Connolly, Shirley Gellatly, Joan J. Hueter, Marcia Milchiker, Robert L. Moore, Iris Swanson, Harriett S. Walther
Dr. Richard Sneed, Chancellor

ERIC Clearinghouse for Junior Colleges
DEC 20 1991